

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
FARAH JEAN FRANCOIS,

Case No.: 1:22-cv-4447-JSR

Plaintiff,

-against-

**SPARTAN AUTO GROUP LLC d/b/a
VICTORY MITSUBISHI,
STAVROS ORSARIS,
YESSICA VALLEJO, and
DAVID PEREZ,**

Defendants.
-----X

DECLARATION OF FARAH JEAN FRANCOIS FOR ATTORNEY'S FEE AWARD

I, FARAH JEAN FRANCOIS, declare under penalty of perjury, as provided for by the laws of the United States, that the following statements are true and correct:

1. My name is FARAH JEAN FRANCOIS. I am of sound mind and capable of giving this declaration.
2. All of my attorneys in this case, The Law Office of Ahmad Keshavarz and Flitter Milz, PC, have represented me on a contingency fee basis.
3. Attached is a true and correct copy of my August 3, 2022 email correspondence with my attorneys Ahmad Keshavarz and Emma Catherine regarding the offer of judgment of \$5,010.00 plus attorneys' fees and costs made by Defendants in this case. My attorneys explained the terms of this settlement offer to me and answered my questions. I rejected this offer. All of the statements in the email are true and correct.
4. Attached is a true and correct copy of my February 6, 2023 email correspondence with my attorneys Ahmad Keshavarz and Emma Catherine regarding the settlement offer of \$45,000

made by Defendants in this case. I rejected this offer. My attorneys explained the terms of this settlement offer to me and answered my questions. I rejected this offer. All of the statements in the email are true and correct. All of the statements in the email are true and correct.

5. Attached is a true and correct copy of my July 29, 2024 email correspondence with my attorney Ahmad Keshavarz regarding the offer of judgment of \$50,000 plus attorney's fees and costs to the date of the offer. My attorney Ahmad Keshavarz explained the terms of this settlement offer to me and answered my questions. I rejected this offer. All of the statements in the email are true and correct.

6. Attached is a true and correct copy of my August 9, 2024 email correspondence with my attorney Ahmad Keshavarz regarding the offer of judgment of \$101,000 plus attorney's fees and costs to the date of the offer. My attorney Ahmad Keshavarz explained the terms of this settlement offer to me and answered my questions. I rejected this offer. All of the statements in the email are true and correct.

7. Attached is a true and correct copy of my October 24, 2024 email correspondence with my attorney Ahmad Keshavarz regarding the offer of judgment of \$160,000 including costs but *not* including attorney's fees. My attorney Ahmad Keshavarz explained the terms of this settlement offer to me and answered my questions. I rejected this offer. All of the statements in the email are true and correct.

8. I am informed the Defendants allege Mr. Keshavarz has applied "coercive pressure" to me regarding the \$45,000 offer of settlement. I have never felt Mr. Keshavarz has ever applied "coercive pressure" in regards that settlement offer, any other settlement offer, or anything else in this case. He has explained all settlement offers in this case and I told him whether I accepted or rejected them.

9. I accepted the Consent Judgment of \$120,000 plus attorneys' fees and costs.

Dated: Brooklyn, New York
March 10, 2025

/ Farah Jean Francois/

FARAH JEAN FRANCOIS

From: [Farah Jean francois](#)
To: Emma Catherine
Cc: [Ahmad Keshavarz](#)
Subject: Re: Confirmation of rejection of the settlement offer
Sent: 8/3/2022 4:59:49 PM

I don't agree. I'm Rejecting the offer.

On Wed, Aug 3, 2022 at 4:55 PM Emma Catherine <emma@newyorkconsumerattorney.com> wrote:

Ms. Francois,

Please see attached for the settlement offer from the Defendant that we just discussed over the phone and which you have rejected. If you have any questions, please let me know, otherwise please confirm your rejecting by responding to this email "I reject the offer."

Emma Catherine, Esq.

Partner



FDCPA Attorneys: Protecting consumers from
deceptive and unfair debt collection

The Law Office of Ahmad Keshavarz

NOTE OUR ADDRESS HAS CHANGED BACK TO:

[16 Court St., Suite 2600, Brooklyn, NY 11241-1026](#)

Cell: (917) 945-9848 Fax: (877) 496-7809

Website: www.NewYorkConsumerAttorney.com

Email: emma@newyorkconsumerattorney.com

From: Emma Caterine on behalf of [Emma Caterine](#)
To: [Farah Jean francois](#)
Cc: [Ahmad Keshavarz](#)
Subject: Confirmation of rejection of the settlement offer
Attachments: [Rule 68 Offer of Judgment 7.20.2022.pdf](#)
Sent: 8/3/2022 4:54:57 PM

Ms. Francois,

Please see attached for the settlement offer from the Defendant that we just discussed over the phone and which you have rejected. If you have any questions, please let me know, otherwise please confirm your rejecting by responding to this email "I reject the offer."

Emma Caterine, Esq.
Partner



FDCPA Attorneys: Protecting consumers from
deceptive and unfair debt collection

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Website: www.NewYorkConsumerAttorney.com

Email: emma@newyorkconsumerattorney.com

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
FARAH JEAN FRANCOIS,

Plaintiff,

**Civil Action No. Case No.:
1:22-cv-4447**

-against-

OFFER OF JUDGMENT

**VICTORY AUTO GROUP LLC d/b/a
VICTORY MITSUBISHI and
SPARTAN AUTO GROUP LLC d/b/a
VICTORY MITSUBISHI,
JOHN DOES 1 - 6, and
PHILIP ARGYROPOULOS,**

Defendants.
-----X

Pursuant to [Rule 68 of the Federal Rules of Civil Procedure](#) **SPARTAN AUTO GROUP LLC** hereby offers to allow Plaintiff **FARAH JEAN FRANCOIS** to take judgment against it in this action for the total sum of Five Thousand and Ten Dollars (\$5,010.00), plus Plaintiff's costs incurred herein to the date of this offer (the "Offer"), including her reasonable attorneys' fees incurred to the date.

A Judgment entered pursuant to this Offer shall be in full satisfaction of all federal and state law claims or rights that Plaintiff may have to recover damages and/or to any other form of relief arising out of the acts and/or omissions Plaintiff alleges against all Defendants in her Complaint in the above captioned action, including all of Defendants' officers, employees, or agents, either past or present.

This Offer will remain open only for fourteen (14) days hereof and may only be accepted in writing. This Offer shall not be filed with the Court unless a) accepted, and b) if necessary, in a proceeding to determine the reasonableness of any attorney fees that Plaintiff may claim hereunder.

This Offer is made for the purposes specified in [F.R.C.P. Rule 68](#) and shall not be construed as an admission of liability by any Defendant, or by any Defendant's officer, employee or agent, nor does this Offer constitute an admission that the Plaintiff suffered any damages as alleged, or that she is entitled to any of the relief prayed for in her Complaint.

Acceptance of the Offer will act to release and discharge all Defendants, their successors or assigns and all of their past and present officers, employees and agents from any and all claims that were or could have been alleged by Plaintiff against them.

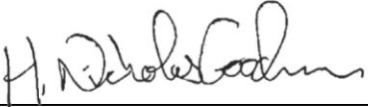
Acceptance of this Offer will also operate to waive Plaintiff's rights to any claim for interest on the amount of a Judgment entered hereto.

A Judgment entered pursuant to this Offer shall contain and recite the terms and conditions set forth herein.

Dated: New York, New York
July 20, 2022

Yours, etc.

NICHOLAS GOODMAN & ASSOCIATES, PLLC

BY: 

H. Nicholas Goodman
Attorney for Defendants
VICTORY AUTO GROUP LLC d/b/a
VICTORY MITSUBISHI and
SPARTAN AUTO GROUP LLC d/b/a
VICTORY MITSUBISHI,
and PHILIP ARGYROPOULOS,
333 Park Ave. South, Suite 3A
New York, New York 10010
(212) 227-9003
ngoodman@ngoodmanlaw.com

To: The Law Office of Ahmad Keshavarz
16 Court Street, #2600
Brooklyn, New York 11241
(917) 945-9848
ahmad@newyorkconsumerattorney.com

Ahmad Keshavarz

From: Farah Jean francois <jeanfrancoisfarah09@gmail.com>
Sent: Monday, February 6, 2023 5:02 PM
To: Ahmad Keshavarz
Subject: Re: Confirmation of rejection of offer

Yes I am rejecting the offer

On Mon, Feb 6, 2023 at 4:58 PM Ahmad Keshavarz <ahmad@newyorkconsumerattorney.com> wrote:
To clarify, you mean you reject their offer, correct?

Ahmad Keshavarz

On Feb 6, 2023, at 4:57 PM, Farah Jean francois <jeanfrancoisfarah09@gmail.com> wrote:

I don't agree.

On Mon, Feb 6, 2023 at 4:53 PM Emma Catherine <emma@newyorkconsumerattorney.com> wrote:

Hello Ms. Francois,

As we discussed with you over the phone, you authorize us to reject the settlement offer by Defendants of \$45,000, and you authorize us to ask them if they are interested in going to mediation to try to settle the case.

Please reply "Yes" to confirm your rejection and if you have any questions, please let us know.

Emma Catherine, Esq.

Partner



FDCPA Attorneys: Protecting consumers from
deceptive and unfair debt collection

From: [Farah Jean francois](#)
To: [Ahmad Keshavarz](#)
Subject: Re: Francois v. Victory - rejection of their offer of settlement.
Sent: 7/29/2024 1:01:54 PM

I reject

On Mon, Jul 29, 2024 at 12:52 PM Ahmad Keshavarz <ahmad@newyorkconsumerattorney.com> wrote:

Ms. Francois,

I was good to speak with you. Attached is an offer of settlement by the case dealership (it is called an "offer of judgment").

As we discussed, it is for \$50,000 plus attorney's fees to date. You had instructed me to reject this offer.

If that is correct, please reply to this email and say, "I reject."

Many thanks.

Please let me know if you have any question.



FDCPA Attorneys: Protecting consumers from
deceptive and unfair debt collection

The Law Office of Ahmad Keshavarz

[16 Court St., Suite 2600, Brooklyn, NY 11241-1026](#)

Cell: (347) 308-4859 Fax: (877) 496-7809

Website: www.NewYorkConsumerAttorney.com Email: ahmad@NewYorkConsumerAttorney.com

From: [Ahmad Keshavarz](#) on behalf of [Ahmad Keshavarz](#)
To: [Farah Jean francois](#)
Subject: Francois v. Victory - rejection of their offer of settlement.
Attachments: [2024-07-24 Their Offer of Judgment.pdf](#)
Sent: 7/29/2024 12:52:48 PM

Ms. Francois,

I was good to speak with you. Attached is an offer of settlement by the case dealership (it is called an "offer of judgment").

As we discussed, it is for \$50,000 plus attorney's fees to date. You had instructed me to reject this offer.

If that is correct, please reply to this email and say, "I reject."

Many thanks.

Please let me know if you have any question.



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The Law Office of Ahmad Keshavarz

16 Court St., Suite 2600, Brooklyn, NY 11241-1026

Cell: (347) 308-4859 Fax: (877) 496-7809

Website: www.NewYorkConsumerAttorney.com Email: ahmad@NewYorkConsumerAttorney.com

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
FARAH JEAN FRANCOIS,

Case No. 1:22-cv-4447-JSR

Plaintiff,

- against -

OFFER OF JUDGMENT

**VICTORY AUTO GROUP LLC d/b/a
VICTORY MITSUBISHI, SPARTAN
AUTO GROUP LLC d/b/a VICTORY
MITSUBISHI, STAVROS ORSARIS,
YESSICA VALLEJO, DAVID PEREZ,
DIANE ARGYROPOULOS, and
PHILIP ARGYROPOULOS,**

Defendants.

-----X
Pursuant to [Rule 68 of the Federal Rules of Civil Procedure](#) **SPARTAN AUTO GROUP LLC** hereby offers to allow Plaintiff **FARAH JEAN FRANCOIS** to take judgment against it in this action for the total sum of Fifty Thousand and One Hundred Dollars (\$50,100.00), and, in addition, Plaintiff's costs and reasonable attorney fees incurred in this action prior to the date of this offer (the "Offer"), with the amount of Plaintiff's reasonable attorneys' fees to be determined at a fee hearing conducted by the Court if necessary.

A Judgment entered pursuant to this Offer shall be in full satisfaction of all federal and state law claims or rights that Plaintiff may have to recover damages and/or to any other form of relief arising out of the acts and/or omissions Plaintiff alleges against all Defendants in her Amended Complaint in the above captioned action, including all of Defendants' officers, employees, or agents, either past or present.

This Offer will remain open only for fourteen (14) days hereof and may only be accepted in writing. This Offer shall not be filed with the Court unless a) accepted, or b) if necessary, in a proceeding to determine any costs Plaintiff may claim herein.

This Offer is made for the purposes specified in [F.R.C.P. Rule 68](#) and shall not be construed as an admission of liability by any Defendant, or by any Defendant's officer, employee or agent, nor does this Offer constitute an admission that the Plaintiff suffered any damages as alleged, or that she is entitled to any of the relief prayed for in her Complaint.

Acceptance of the Offer will act to release and discharge each and every named Defendant, their successors or assigns and all of their past and present officers, employees and agents from any and all claims that were or could have been alleged by Plaintiff against them.

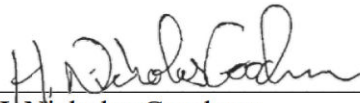
Acceptance of this Offer will also operate to waive Plaintiff's rights to any claim for interest on the amount of a Judgment entered hereto.

A Judgment entered pursuant to this Offer shall contain and recite the terms and conditions set forth herein.

Dated: New York, New York
July 24, 2024

Yours, etc.

NICHOLAS GOODMAN & ASSOCIATES, PLLC

BY: 
H. Nicholas Goodman
Attorneys for Defendants
VICTORY AUTO GROUP LLC
d/b/a VICTORY MITSUBISHI,
SPARTAN AUTO GROUP LLC
d/b/a VICTORY MITSUBISHI,
STAVROS ORSARIS,
YESSICA VALLEJO, DAVID PEREZ,
DIANE ARGYROPOULOS and
PHILIP ARGYROPOULOS
333 Park Avenue South, Suite 3A
New York, New York 10010
(212) 227-9003
ngoodman@ngoodmanlaw.com

TO: Ahmad Keshavarz
THE LAW OFFICE OF
AHMAD KESHAVARZ
Attorney for Plaintiff
FARAH JEAN FRANCOIS
16 Court Street, Suite 2600
Brooklyn, New York 11241
(917) 945-9848
ahmad@newyorkconsumerattorney.com
emma@newyorkconsumerattorney.com

From: [Farah Jean francois](#)
To: [Ahmad Keshavarz](#)
Subject: Re: Francois v. Victory Auto - Their most recent offer of settlement.
Sent: 8/9/2024 5:32:42 PM

I reject

On Fri, Aug 9, 2024 at 3:31 PM Ahmad Keshavarz <ahmad@newyorkconsumerattorney.com> wrote:

Ms. Francois,

Attached is the offer of settlement (called an Offer of Judgment) by the car dealer for \$100,000 plus attorney's fees to date that we discussed.

I spoke with you, explained the agreement, and you instructed me to reject the offer.

If that is correct, please reply to this email and say "I reject."

Please let me know if you have any questions.



FDCPA Attorneys: Protecting consumers from
deceptive and unfair debt collection

The Law Office of Ahmad Keshavarz

[16 Court St., Suite 2600, Brooklyn, NY 11241-1026](#)

Cell: (347) 308-4859 Fax: (877) 496-7809

Website: www.NewYorkConsumerAttorney.com Email: ahmad@NewYorkConsumerAttorney.com

From: [Ahmad Keshavarz](#) on behalf of [Ahmad Keshavarz](#)
To: [Farah Jean francois](#)
Subject: Francois v. Victory Auto - Their most recent offer of settlement.
Attachments: [Rule 68 Offer of Judgment 8.9.2024.pdf](#)
Sent: 8/9/2024 3:31:42 PM

Ms. Francois,

Attached is the offer of settlement (called an Offer of Judgment) by the car dealer for \$100,000 plus attorney's fees to date that we discussed.

I spoke with you, explained the agreement, and you instructed me to reject the offer.

If that is correct, please reply to this email and say "I reject."

Please let me know if you have any questions.



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Website: www.NewYorkConsumerAttorney.com Email: ahmad@NewYorkConsumerAttorney.com

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
FARAH JEAN FRANCOIS,

Case No. 1:22-cv-4447-JSR

Plaintiff,

- against -

OFFER OF JUDGMENT

**VICTORY AUTO GROUP LLC d/b/a
VICTORY MITSUBISHI, SPARTAN
AUTO GROUP LLC d/b/a VICTORY
MITSUBISHI, STAVROS ORSARIS,
YESSICA VALLEJO, DAVID PEREZ,
DIANE ARGYROPOULOS, and
PHILIP ARGYROPOULOS,**

Defendants.

-----X
Pursuant to [Rule 68 of the Federal Rules of Civil Procedure](#) Defendant **SPARTAN AUTO GROUP LLC** hereby offers to allow Plaintiff **FARAH JEAN FRANCOIS** to take judgment against it in this action for the total sum of One Hundred Thousand and One Hundred Dollars (\$100,100.00), and, in addition, Plaintiff's costs and reasonable attorney fees incurred in this action prior to the date of this offer (the "Offer"), the amount of Plaintiff's reasonable attorneys' fees to be determined at a fee hearing conducted by the Court if necessary.

A Judgment entered pursuant to this Offer shall be in full satisfaction of all federal and state law claims or rights that Plaintiff may have to recover damages and/or to any other form of relief from any or all the Defendants named in her Amended Complaint in the above captioned action, arising out of the acts and/or omissions Plaintiff alleges against all those Defendants, including all of Defendants' officers, employees, or agents, past or present.

This Offer will remain open only for fourteen (14) days hereof and may only be accepted in writing. This Offer shall not be filed with the Court unless a) accepted, or b) if necessary, in a proceeding to determine any costs Plaintiff may claim herein.

This Offer is made for the purposes specified in [F.R.C.P. Rule 68](#) and shall not be construed as an admission of liability by any Defendant, or by any Defendant's officer, employee or agent, nor does this Offer constitute an admission that the Plaintiff suffered any damages as alleged, or that she is entitled to any of the relief prayed for in her Amended Complaint.

Acceptance of the Offer will act to release and discharge each and every Defendant named in Plaintiff's Amended Complaint, their successors or assigns and all of their past and present officers, employees, and agents from any and all claims that were or could have been alleged by Plaintiff against them.

Acceptance of this Offer will also operate to waive Plaintiff's rights to any claim for interest on the amount of a Judgment entered hereto.

A Judgment entered pursuant to this Offer shall contain and recite the terms and conditions set forth herein.

Dated: New York, New York
August 9, 2024

Yours, etc.
NICHOLAS GOODMAN & ASSOCIATES, PLLC

BY: 

H. Nicholas Goodman

Attorneys for Defendants

VICTORY AUTO GROUP LLC

d/b/a VICTORY MITSUBISHI,

SPARTAN AUTO GROUP LLC

d/b/a VICTORY MITSUBISHI,

STAVROS ORSARIS,

YESSICA VALLEJO, DAVID PEREZ,

DIANE ARGYROPOULOS and

PHILIP ARGYROPOULOS

333 Park Avenue South, Suite 3A

New York, New York 10010

(212) 227-9003

ngoodman@ngoodmanlaw.com

TO: Ahmad Keshavarz
THE LAW OFFICE OF
AHMAD KESHAVARZ
Attorney for Plaintiff
FARAH JEAN FRANCOIS
16 Court Street, Suite 2600
Brooklyn, New York 11241
(917) 945-9848
ahmad@newyorkconsumerattorney.com
emma@newyorkconsumerattorney.com

From: [Farah Jean francois](#)
To: [Ahmad Keshavarz](#)
Subject: Re: Francois v. Victory - confirming rejection of their offer
Sent: 10/24/2024 12:22:08 PM

I reject

On Thu, Oct 24, 2024 at 12:15 PM Ahmad Keshavarz <ahmad@newyorkconsumerattorney.com> wrote:

Ms. Francois,

Good speaking with you. Attached is their Offer of Judgment the dealership sent to settle the case for a total amount of \$160,000 including attorneys fees. In other words my Attorneys fees would come out of 160,000.

[REDACTED]

In our discussion you indicated that you wanted to reject this offer.

If this is correct please reply to this email and say "I reject" and I will let the dealership attorney know.

Thank you.

Ahmad Keshavarz

From: [Ahmad Keshavarz](#) on behalf of [Ahmad Keshavarz](#)
To: [Farah Francois](#)
Subject: Francois v. Victory - confirming rejection of their offer
Attachments: [UNITED STATES DISTRICT COURT.pdf](#)
Sent: 10/24/2024 12:15:18 PM

Ms. Francois,

Good speaking with you. Attached is their Offer of Judgment the dealership sent to settle the case for a total amount of \$160,000 including attorneys fees. In other words my Attorneys fees would come out of 160,000.



In our discussion you indicated that you wanted to reject this offer.

If this is correct please reply to this email and say “I reject” and I will let the dealership attorney know.

Thank you.

Ahmad Keshavarz

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
FARAH JEAN FRANCOIS,

Plaintiff,

- against -

**Case No. 1:22-cv-4447 (JSR)
OFFER OF JUDGMENT**

**VICTORY AUTO GROUP LLC d/b/a VICTORY
MITSUBISHI, SPARTAN AUTO GROUP LLC d/b/a
VICTORY MITSUBISHI, STAVROS ORSARIS,
YESSICA VALLEJO, DAVID PEREZ,
DIANE ARGYROPOULOS, and PHILIP
ARGYROPOULOS,**

Defendants.

-----X

Pursuant to Rule 68 of the Federal Rules of Civil Procedure Defendant SPARTAN AUTO GROUP LLC hereby offers to allow Plaintiff FARAH JEAN FRANCOIS to take judgment against it in this action for the total sum of One Hundred Sixty Thousand (\$160,000.00) inclusive of reasonable attorney fees incurred in this action prior to the date of this offer (the “Offer”), and, in addition, Plaintiff’s actual costs incurred. A Judgment entered pursuant to this Offer shall be in full satisfaction of all federal and state law claims or rights that Plaintiff may have to recover damages and/or to any other form of relief from any or all the Defendants named in her Amended Complaint in the above captioned action, arising out of the acts and/or omissions Plaintiff alleges against all those Defendants, including all of Defendants’ officers, employees, or agents, past or present. This Offer will remain open only for fourteen (14) days hereof and may only be accepted in writing. This Offer shall not be filed with the Court unless a) accepted, or b) if necessary, in a proceeding to determine any costs Plaintiff may claim herein. This Offer is made for the purposes specified in F.R.C.P. Rule 68 and shall not be

construed as an admission of liability by any Defendant, or by any Defendant's officer, employee or agent, nor does this Offer constitute an admission that the Plaintiff suffered any damages as alleged, or that she is entitled to any of the relief prayed for in her Amended Complaint.

Acceptance of the Offer will act to release and discharge each and every Defendant named in Plaintiff's Amended Complaint, their successors or assigns and all of their past and present officers, employees, and agents from any and all claims that were or could have been alleged by Plaintiff against them. Acceptance of this Offer will also operate to waive Plaintiff's rights to any claim for interest on the amount of a Judgment entered hereto. A Judgment entered pursuant to this Offer shall contain and recite the terms and conditions set forth herein.

Dated: New York, New York
October 15, 2024

Yours, etc.

/s/ *John Russo*

J.L. RUSSO, P.C.

By: John L. Russo

3119 NEWTOWN AVENUE, SUITE 500

ASTORIA, N.Y. 11102

718-777-1277

JOHN@JLRUSSOPC.COM

&

NICHOLAS GOODMAN &
ASSOCIATES, PLLC

BY: H. Nicholas Goodman 333 Park Avenue
South, Suite 3A

New York, New York 10010

(212) 227-9003

ngoodman@ngoodmanlaw.com

Attorneys for Defendants VICTORY

AUTO GROUP LLC d/b/a VICTORY

MITSUBISHI, SPARTAN AUTO GROUP

LLC d/b/a VICTORY MITSUBISHI,

STAVROS ORSARIS, YESSICA

VALLEJO, DAVID PEREZ, DIANE

ARGYROPOULOS and PHILIP

ARGYROPOULOS

TO: Ahmad Keshavarz

THE LAW OFFICE OF AHMAD KESHAVARZ

Attorney for Plaintiff FARAH JEAN FRANCOIS

16 Court Street, Suite 2600 Brooklyn, New York 11241

(917) 945 9848

ahmad@newyorkconsumerattorney.com